

On a without prejudice without precedent basis

**MEMORANDUM OF AGREEMENT #1**

**RE: LOCAL ISSUES ADDENDUM**

*between*

*CUPE local 1936-6 (CUPE)*

*and*

*Community Ventures Society*

*represented by the*

*Community Social Services Employers' Association (CSSEA)*

The parties agree to the following provisions in accordance with the Local Issues appended to the Memorandum of Agreement.

**1. Article 14.2 (a) Hours of Work**

**Regular Full-Time Employees**

The hours of work for a full time employee shall be no greater than seven hours per day, unless otherwise mutually agreed between the Employer and the Union. The weekly hours shall be an average of thirty-five hours per week.

**Overnight Asleep**

The hours for Overnight Sleep shifts shall be no greater than ten hours per day, unless otherwise mutually agreed between the Employer and the Union. The weekly hours shall be no greater than forty hours per week.

**Staff Meeting Hours**

Homes (Children's Specialized Resources and Adult Homes) staff meetings will be paid at a minimum of 2 hours per meeting at straight time for attendance in virtual meetings. Attendance for in-person meetings will be paid at a minimum of 3 hours per meeting and Article 16 Overtime shall be apply.

**2. Article 26.2- Paydays**

The Employer shall pay salaries and wages bi-weekly on Friday in accordance with Schedule "A" attached hereto and forming part of this agreement.

**3. "Program/Worksite**

The application of a Program or Worksite Seniority for those Articles identified below shall be as follows:

13.3(a)	Layoff	Program will apply
14.2(e)	Hours of Work	Program will apply
16.4	Sharing of Overtime	Program or Worksite (could be either) will apply
18.2(a)	Vacation Preferences	Program will apply
24.1(c)	Job Postings	Program will apply
30.3	Call In Procedure	Program will apply

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The term "Program shall be defined as:

- Community Inclusion – Discovery 1 and 2 & Footloose – Port Moody
- Community Inclusion- Tamarack (Port Moody), Pitt Meadows, and Port Coquitlam
- Adult Home – 156<sup>th</sup> Street, Surrey
- Adult Home – Inverness – Port Coquitlam
- Adult Home –Glenwood – Maple Ridge
- Children’s Home Moore Street , Burnaby
- Children’s Home–Surrey Heights, Surrey.
- Outreach- Port Moody
- Outreach – Children’s West Coast

### **Special Project Employees**

Special project employees shall mean an employee who is employed full-time or part-time, who is engaged in a special project but whose term of employment are not longer than three months after which they become a regular employee, unless the three month time limit is extended by mutual consent.

#### **4. Article 12.01 – Seniority**

- (a) Seniority is defined as the length of service with the Employer as a regular employee and shall include service with the Employer prior to certification. Seniority will operate on a bargaining unit wide basis.
- (b) Casual employees shall accrue seniority on an hourly basis for all hours worked.
- (c) Upon achieving regular employee status, a casual employee shall have their hourly seniority converted to full-time equivalent days of work by dividing the total seniority by the regular workday. Regular employees who are returned to less than regular status shall receive full seniority credit for all hours worked.
- (d) The date arrived at the conclusion of all of the above calculations shall be deemed to be the employee’s seniority date as a regular employee.

#### **5. Casual Call-n Procedure**

Where the Employer has tried to notify a casual employee in accordance with Article 30.03 and have been unable to do so, then no violation of this Article will have taken place. The Employer is required to keep records of all calls including the time the calls were made.

It is the employee’s responsibility to advise the Employer, in writing, of their availability. Casual employees shall not be considered to have refused work if they are called for shifts they have indicated they are not available to work.

#### **6. Client Vacation and Out-of-Town Assignments**

Without Prejudice and Without Precedent

The parties agree to the following additional provision in accordance with the Memorandum of Agreement regarding Clients’ Vacation and Out-of-Town Assignments. Staff that

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accompany clients on client vacation and out-of-town assignments will be compensated as follows:

1. Employee who accompanies client on vacation shall not bear the cost of transportation, food, accommodation and other reasonable expenses incurred.
2. Employer shall pay a wage rate based on fourteen hours per day at the regular rate for each twenty-four hour period employees are involved in client vacation or out-of-town assignments with people supported by the Employer away from their homes. For every three days, 72 hours worked on the vacation, staff will receive seven hours in lieu time to be taken as mutually agreed.
3. To ensure employees get their required days of rest, the employer will rearrange the employees scheduled days of rest to ensure that they are not scheduled for over 5 working days in the week. If the employer is unable to do so, and the employee must work on their day of rest, the employee will be entitled to seven hours of lieu time for each day of rest worked.
4. The employer will follow Article 26.10 Meal Allowance and Article 26.9 Transportation allowance in Community Living Services Collective Agreement.
5. Trip scheduling shall be at the discretion of the Employer and Employee participation on client vacation shall be voluntary.
6. In the event of an employee/client emergency, it shall be the responsibility of the Employer to arrange to transport the employee and/or client from the vacation site and supply necessary replacement staff if required.
7. Where more than one employee volunteers to participate in a client vacation, the assignment will be based on qualifications and skills set regarding the details of the vacation with seniority being the tie-breaker if all other factors are equal (from the previous MOA).
8. Union and employer agree to place this Memorandum of Agreement will be effective until September 215, 2024, in accordance with the Memorandum of Agreement #1 - Local Issues or the expiration of the Community Living Collective Agreement on March 30, 2025.
9. The employees will be paid in accordance with their classification in relation to the Community Living Collective Agreement Appendix A Wage Grid

**Signed on behalf of the Union:**



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Vice President, CUPE 1936

**Signed on behalf of the Employer:**



\_\_\_\_\_  
Employer Representative

\_\_\_\_\_  
CSSEA Representative

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Dated this 24 day of December, 2024